Permit #S00115653

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00115653 **Type of Permit:** STILL **Release Date:** 12/08/2016

Production Company DESTINATION XL GROUP INC

Insured Company Name DESTINATION XL GROUP INC

Contact Phone No. 1 781-828-9300 2428
Contact Phone No. 2
Fax
Address 555 TURNPIKE STREET
CANTON, Massachusetts 02021

Production Title DXL SPRING 17 PHOTO SHOOT

Type of Production Still Photo

Producer Alda Goncalves

Director na na

1st AD na na

Production Manager Alda Goncalves

FilmL.A. Coordinator Daniel Poissant

Location Manager Alda Goncalves
Primary Phone Mobile - 781-929-4840
Secondary Phone Office - 781-828-9300 2428

Location Assistant Christina Sousa
Primary Phone Mobile - 781-801-8436
Secondary Phone Office - 781-828-9300 2325

Fees

FILMLA NON-REFUNDABLE STILL APPLICATION FEE $63.00

Total Permit Fee $63.00

Number of Locations 1

NOT A PERMIT

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Summary Information — Location

Location 1 of 1

Permit Number	S00115653	**Location Manager**	Alda Goncalves
Production Company	DESTINATION XL GROUP INC	Primary Phone	Mobile - 781-929-4840
Insured Company	DESTINATION XL GROUP INC	Secondary Phone	Office - 781-828-9300 2428
Production Title	DXL SPRING 17 PHOTO SHOOT		

Location Address 14499 E Avenue Q, Unincorporated Los Angeles County, CA, 93591

Location Name FOUR ACES MOVIE RANCH

Location Type Ranch

Film Dates 12/11/2016 - 12/12/2016 06:30 - 17:30 2 days

Open or Closed to the Public Closed

Generic Conditions
*LA CITY AND/OR LA COUNTY FIRE CHECKLIST ATTACHED TO FINAL PERMIT. THE PERMITEE IS RESPONSIBLE FOR COMPLETING CHECKLIST PRIOR TO FILMING ACTIVITY AT THIS LOCATION. NON COMPLIANCE MAY RESULT IN ASSIGNMENT OF A FIRE OFFICER.
All vehicles must be parked on private property
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
Signature Page 115653.pdf
Revised Terms & Condition e delivery.pdf
The Four Aces Filming Boundary Map.pdf
The Four Aces sensitive film restrictiions 02.5.14.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	10
Generator	1
Motor Homes	1

Personnel on Location

Type	Quantity
Crew	14
LA County Field Inspection	1

Filming Activities Equipment on property; Exterior models against scenery; Handheld equipment;

Jurisdiction **Political:** Los Angeles County - Supervisor District 5 **Police:** Los Angeles County Sheriff **Fire:** Los Angeles County Fire Department

Thomas Guide **Page:** 4199 **Grid:** C6

Approvals LOS ANGELES COUNTY PUBLIC WORKS - FINAL APPROVERS Pricilla Lucero-Gonzalez

Coordinator Note
LA COUNTY FIRE #16 SP0970 114
NO FSA/FSO REQUIRED; FIELD INSPECTION

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

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Los Angeles, CA 90028

ATTACHED IS A <u>FINAL DRAFT</u> OF THE PERMIT FOR WHICH YOU APPLIED.

- **Please review all copies of this final draft permit/rider and attachments.**
- **<u>If you need to make changes</u>, contact your assigned coordinator immediately at (213) 977-8600.**
- **<u>If there are no changes</u>, please indicate approval and acceptance of the permit by entering an authorized signature below. *An authorized signature is acceptable if typed in the following form: /john quincy doe/***
- **Please be advised that your signature hereon will bind the production company to all the terms, conditions and restrictions of the final permit. Your permit is not valid and cannot be used unless and until you enter the information requested below with your signature and return it to FilmL.A. with all attachments.**
- **After you enter your signature and other information below and return it to FilmL.A. with all attachments, we will email you the final permit release copy, from which all "Draft" designations have been removed, for your use and records, in a pdf. (If you do not return your approval by 6 p.m. your permit may not be ready for delivery until the next business day.)**

PERMITTEE (Company Name)	
Signature of Authorized Company Representative Valid signature = /john quincy doe/ (include slashes)	**/ Alda Goncalves /**
DATE OF SIGNATURE	12/7/2016

By typing your signature above, you certify that you have read and agree to all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions set forth above (collectively, the "Permit Terms"), and you agree to bind the Permittee to all the Permit Terms. You further certify that you have the power and authority to bind the Permittee to the Permit Terms, and you understand and acknowledge that this permit and the Permit Terms constitute a legally-enforceable obligation on Permittee. Your permit is not valid and cannot be used unless and until you sign this document, return it to FilmL.A., and receive a final permit from FilmL.A. from which all "Draft" designations have been removed.

DRAFT & FINAL PERMITS CAN BE SENT ONLY DURING NORMAL BUSINESS HOURS (8:00 am to 6:00 pm).

NOT A PERMIT

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee. Permittee acknowledges and agrees that if permittee does not request a refund in accordance with the terms and conditions stated herein, FilmL.A. shall utilize unrequested refunds to support its 501(c)(4) public benefit purpose, including, but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the region, student film projects, research and education about filming and any other uses that promote film production.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions asset forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc.indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction setforth on the permit and any attachments.

Permit #S00115653

DRAFT PERMIT

Boundary of Disturbed Area

APN: 3029-010-009 (4-Aces Movie Ranch)

Printed: Feb 05, 2014

0 70
Feet

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Sensitive Film Sites in the 5th District
February 5, 2014

ANTELOPE VALLEY:
The Four Aces
14499 East Ave Q, Palmdale, CA 93591
APN: 3029-010-009

1. No filming or filming related activities in areas beyond the existing barbed wire fence separating the disturbed area of the Motion Picture Set and the undisturbed areas of the Big Rock Wash Significant Ecological Area (SEA), as documented during the staff site inspection dated January 23, 2014. No additional expansion, construction or development of the Motion Picture Set may occur; Filming activities shall be limited to the disturbed areas shown on the attached pdf.

2. The owner, tenant or operator shall obtain a film permit for any filming or photography activity, as required by the Los Angeles County Zoning Code and all other applicable County Codes, and shall comply with all conditions imposed therein;

3. All valid licenses and/or permits shall be produced upon demand by the Department. The operator is responsible for obtaining all required business licenses;

4. The necessary guest and staff parking spaces shall be provided on the premises at all times during filming. In the event that on-site parking results in excessive vehicular traffic or noise impacting the health, safety and general welfare of adjacent residents, or generates excessive complaints, the Director of Regional Planning reserves the right to modify existing on-site parking requirements;

5. Should the hours of operation for filming result in excessive vehicular traffic or noise impacting the health, safety and general welfare of adjacent residents, or generate excessive complaints, the Director of Regional Planning reserves the right to modify or alter operating hours;

6. The site shall be maintained in good condition, free from any trash and debris or extraneous markings, drawings and/or signage;

7. A responsible person shall be present on the premises of the establishment at all times while the motion picture set is in operation. This person shall introduce himself/herself to any County regulatory official (Sheriff, Fire, Health, Business License, Building, Regional Planning, etc.) immediately upon notification of that official's presence at the business. This person and all staff members shall cooperate with any County regulatory official's investigation;

NOT A PERMIT

8. Should the Conditional Use Permit be denied, the Motion Picture Set shall cease operating at the property within thirty (30) days after the final determination by the County;

NOT A PERMIT